

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 05/27/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 06/02/09	Department: COMMISSIONER, PCT. 1
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve Interlocal Project Agreement between Fort Bend County and City of Kendleton to provide assistance with construction of approximately 500' of road and overlay with asphalt, from Spur 541 through King Kennedy Memorial Park, a city owned park, to Ben Williams, excluding that portion in the Railroad right of way.

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: Account Number:
 Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Marc Grant, Road & Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

6-11-09 orig. ret. to Nicole at Co. Attorney



The City of Kendleton
Fort Bend County, Texas

RECEIVED
APR 21 2009
ROAD & BRIDGE

City Council
Curtis Melton
Melvin Peair
Roshon Young III
Van H. Taylor II
Ursula Davidson-Wright

Mayor
Darryl Humphrey, Sr.

April 18, 2009

Commissioner Richard Morrison
Precinct 1
301 Jackson Street
Richmond, TX 77469

A handwritten signature, possibly "RM", with the date "4/21/09" written below it.

Re: Spur 541 continuation

Commissioner Richard Morrison.

The Kansas City Railroad is preparing to close the Hilltop entry/exit on Highway 59 South. The City of Kendleton is requesting assistance in the continuation of spur 541 to the railroad crossing, that the Kansas City Railroad is going to install, at the east end of the city park. This crossing is necessary to allow egress over the railroad tracks on the western boundary of the city, and to allow entrance into the city park, by major roadway. With the closing of the hilltop entry/exit and without the 541 spur entrance, the only entry into the city park will be by way of a secondary street, Willy Melton. This secondary street is very small, heavily residential, and in poor condition. What ever assistance the county can provide will be appreciated.

Please advise us of the county's ability to undertake this project.
Thank You.

Sincerely,

A handwritten signature, likely of Darryl Humphrey, Sr.

Hon. Darryl Humphrey, Mayor
City of Kendleton

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

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II. PURPOSE

The purpose of this Project is to provide assistance in extending Spur 541 to the Railroad right of way and centering from the other side of the railroad right of way Ben Williams drive.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with construction of approximately 500' of road and overlay with asphalt, ("Project").

V. PROJECT LOCATION

The location for the Project from Spur 541 through King Kennedy Memorial Park, a city owned park to Ben Williams, excluding that portion in the Railroad right of way. *Note – Railroad will perform all work within its right of way, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 133 equipment hours at \$35.00 per hour, up to 153 man hours of labor at \$15.00 per hour, up to \$12,938.00 in materials and up to \$0.00 in fees to Local Government, for a total expenditure not to exceed **\$19,888.80**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume material costs of \$12,938.80.

Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

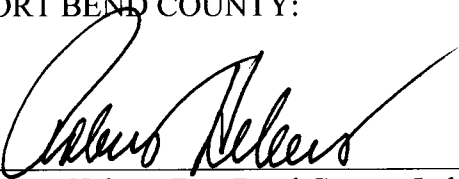
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Kendleton:

Mayor Daryl K. Humphrey, Sr.
City of Kendleton
P.O. Box 809
Kendleton, Texas 77451

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



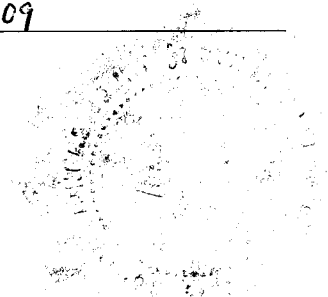
Robert Hebert, Fort Bend County Judge

6-2-09
Date

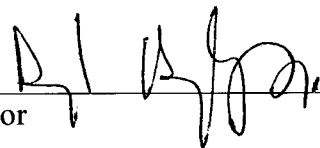
Attest:



Dianne Wilson, Fort Bend County Clerk



CITY OF KENDLETON:



Mayor

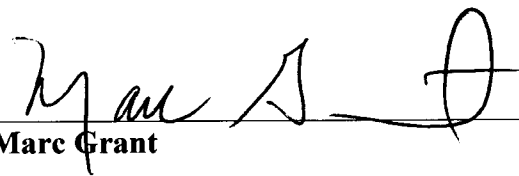
5-26-09
Date

Attest:



City Secretary


REVIEWED:



Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$19,888.80** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.


Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE INTERLOCAL PROJECT AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF KENDLETON**

On this the 2 day of June, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner meyers,
Seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Kendleton for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.